

DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: Contract Agreement #: 20959 Form of Agreement: Amendment Amendment #: 1

Name of Recipient: Maximus, Inc. Vendor #: 10226

Program Manager : Bill Clark Phone #: 802-879-5958

Agreement Manager: Sawyer Joecks Phone #: 802-879-5922

Brief Explanation of Agreement: Amendment adds management of Medicaid bus pass program to scope of work and adds Attachment D

Start Date: 12/15/2011 End Date: 06/30/2013 Maximum Amount: \$4,961,991.00

Amendments Only: Maximum Prior Amount: \$4,467,045.04 Percentage of Change: 11.08 %

Bid Process (Contracts Only): ☒ Standard ☐ Simplified ☐ Sole Source ☐ Statutory ☐ Master Contract SOW

Funding Source

Global Commitment 93.778

\$4,961,991.00

Contents of Attached Packet

- ☒ AA-14 ☐ Attachments A, B, C & F ☐ Attachment G - Academic Research
☐ Sole Source Memo ☒ Attachment D - Modifications to C & F ☐ MOU
☒ Qualitative/Justification Memo ☐ Attachment E - Business Associate Agreement ☒ Other: **Base**

Reviewer	Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	Kate Jones	8/27	8/27
DVHA BO	Jill Gould	8/31/12	8/31/12
DVHA Commissioner or Designee	Mark Larson, Commissioner	9.3.12	9.3.12
AHS Attorney General	Seth Steinzor, AAG		9/18/12
Following Approvals for Contracts Only:			
AHS CIO			
AHS Central Office	Martha Giglio		9/25/12
AHS Secretary	Doug Racine, Sec		

Vision Account Codes: \$4,467,045.04: 3410010000/507600/20405/41050, \$494,945.96: Paid by HP from Program Budget

☐ FFATA Entry ☐ Grant Tracking Module Vision PO #: 3908 Initials & Date: SJ 9/28/12 Approval & B/C: _____

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (8/22/11)

Note: All sections are required. Incomplete forms will be returned to department.

I. CONTRACT INFORMATION:

Agency/Department: AHS/ DVHA Contract #: 20959 Amendment #: 1
 Vendor Name: Maximus, Inc. VISION Vendor No: 10226
 Vendor Address: 1891 Metro Center Drive, Reston, VA 20190
 Starting Date: 12/15/2011 Ending Date: 6/30/2013 Amendment Date: 10/1/2012
 Summary of agreement or amendment: Amendment adds management of Medicaid bus pass program to scope of work, adds Attachment D

II. FINANCIAL INFORMATION

Maximum Payable: \$4,961,991.00 Prior Maximum: \$ 4,467,045.04 Prior Contract # (If Renewal):
 Current Amendment: \$494,945.96 Cumulative amendments: \$ 494,945.96 % Cumulative Change: 11.08 %
 Business Unit(s): 03410; ; - [notes:] VISION Account(s): 507600;

III. PERFORMANCE INFORMATIONDoes this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties? ☒ Yes ☐ No

Estimated Funding Split: G-Fund % S-Fund % F-Fund % GC-Fund 100.00 % Other %

III. PUBLIC COMPETITION

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

☒ Standard bid or RFP ☐ Simplified Bid ☐ Sole Sourced ☐ Qualification Based Selection ☐ Statutory

IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION

Check all that apply: ☐ Service ☒ Personal Service ☐ Architect/Engineer ☐ Construction ☐ Marketing
☐ Information Technology ☐ Other, describe:

V. SUITABILITY FOR CONTRACT FOR SERVICE

☒ Yes ☐ No ☐ n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

VI. CONTRACTING PLAN APPLICABLE:Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan? ☐ Yes ☒ No**VII. CONFLICT OF INTEREST**

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

☐ Yes ☒ No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. PRIOR APPROVALS REQUIRED OR REQUESTED

☒ Yes ☐ No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)
☒ Yes ☐ No I request the Attorney General review this agreement as to form
 No, already performed by in-house AAG or counsel: _____ (initial)
☐ Yes ☒ No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and
 Telecommunications over \$100,000
☐ Yes ☒ No Agreement must be approved by the CMO; for Marketing services over \$15,000
☐ Yes ☒ No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)
☐ Yes ☒ No Agreement must be approved by the Secretary of Administration

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information:

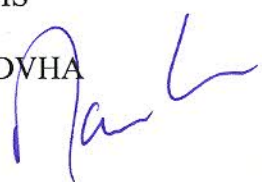
9.7.12 Date Agency / Department Head 9/27/12 Date Agency Secretary or Other Department Head (if required)
 9/17/12 Date Approval by Attorney General Date Approved by Commissioner of Human Resources
 Date CIO Date CMO Date Secretary of Administration

State of Vermont
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston VT 05495-2807
dvha.vermont.gov

Agency of Human Services
[Phone] 802-879-5900
[Fax] 802-879-5651

MEMORANDUM

TO: Douglas Racine, Secretary - AHS

FROM: Mark Larson, Commissioner - DVHA 

DATE: August 23, 2012

RE: Approval of Amendment 1 to Contract # 20959 with Maximus, Inc. to manage DVHA's Medicaid Bus Pass Program

Through this amendment, we are seeking permission to partner with Maximus for the management of our Medicaid bus pass program. Our Non-Emergency Medical Transportation (NEMT) program provides transportation to medical appointments for Medicaid beneficiaries who do not have access to a vehicle. The bus pass program gives beneficiaries who live on a bus line in Chittenden County access to public transportation services to assist in accessing medical appointments.

Our current bus pass program was designed with limited tools to help us eliminate inappropriate use of this benefit. The new plan program described in this amendment will allow us to verify the medical necessity of each bus pass trip. These improvements will move us into compliance with CMS rules and may provide us with long-term savings by reducing inappropriate use of this benefit.

This contract was bid via the standard RFP process. Performance measures exist within the base contract, and the new program added in this amendment will be subject to those measures. Funding will be covered by the Global Commitment to Health appropriations and complies with all mandatory provisions of AOA Bulletin 3.5.

If you have any questions about this contract extension or our efforts to improve the NEMT program, please contact me or Bill Clark, Director of Provider and Member Relations. Bill can be reached at 879-5958. DVHA looks forward to approval of this contract.

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Maximus, Inc. (hereafter called the "Contractor") that the contract on the subject of Medicaid beneficiary enrollment and customer service, effective December 15, 2011 is hereby amended effective October 1, 2012, as follows:

1. By deleting on page 1 of 31, Section 1 (Parties) and substituting in lieu thereof the following Section 1:

1. Parties. This Contract is for personal services between the State of Vermont, Agency of Human services, Department of Vermont Health Access (hereafter called "State"), and MAXIMUS Health Services, with a principal place of business in 1891 Metro Center Drive, Reston, Virginia 20190, (hereafter called "Contractor"). Contractor's form of business organization is a corporation. The Contractor's local address is 101 Cherry Street, Suite 320, Burlington, Vermont 05401.

2. By deleting on page 1 of 31, Section 3 (Maximum Amount) and substituting in lieu thereof the following Section 3:

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$4,961,991.

3. By deleting Section 8 (Attachments) and substituting in lieu thereof the following Section 8:

8. Attachments. This contract consists of 31 pages including the following attachments, which are incorporated herein:

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment C - Customary State Contract provisions

Attachment D - Modifications of Customary Provisions of Attachment C or F

Attachment E - Business Associate Agreement

Attachment F - Customary Contract Provisions of the Agency of Human Services

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment D
- 3). Attachment C
- 4). Attachment A
- 5). Attachment B
- 6). Attachment E
- 7). Attachment F

4. By inserting on pages 4 and 5 of 31, Section 1 (Overview) the following Section C:

- C. Contractor will be responsible for performing the following Bus Voucher Program functions, following specific procedures that have been developed, and mutually agreed upon, by State and Contractor for each of these functions.

- Issue Medicaid Bus Vouchers only to those requesting beneficiaries who have confirmed categorical eligibility at the time of the request.
- Issue Medicaid Bus Vouchers only to those beneficiaries who may have a vehicle but are on the most recent exception list for the time period indicated (the State will make the list available to the Contractor). Follow the motor vehicle exception process as established by the State.
- Pre-verify 5% of the Bus Voucher related medical appointments reported by Medicaid beneficiaries.
- Perform telephonic outbound calls to providers to attempt to verify beneficiary reported appointments and track results.
- Refer beneficiaries to transportation brokers for non-bus voucher transportation needs.
- Pre-purchase a sufficient volume of Bus Vouchers on a monthly basis, in accordance with historical volumes, and invoice the State on a monthly basis for said purchase (to be included in monthly invoice for overall Green Mountain Care Member Services functions).
- Mail new vouchers to those beneficiaries who have followed all program rules and have only 2 rides left on their current vouchers.
- Beneficiaries who have not called to register appointments prior to using all rides on their voucher will only be sent a 2 ride voucher along with a voucher program instructional letter prepared by the State and the Contractor and approved by the State when they do request a new voucher. This new voucher will only be sent if the beneficiary has a verifiable medical appointment or pharmacy need.
- Mail up to 3 annual broadcast mailings to bus voucher users as prepared by the State and the Contractor, and approved by the State.
- Provide bus vouchers to qualified beneficiaries using mail only.
- Track voucher usage and provide agreed-upon electronic reports to the State by monthly due date.
- Contact the State for any exception requests; an exception request indicates that an individual appears to be categorically ineligible but is requesting a bus voucher due to either medical or other reasons.
- Document and report beneficiary disputes and resolve or forward disputes to the appropriate party as directed by the State.
- Ensure staffing levels are appropriate to support the needs of these functions.

5. By deleting on pages 4 and 5 of 31, Section 3 (Informing Materials), and substituting in lieu thereof the following:

3. Any outreach and educational materials must be approved by the State in advance. Some printed materials will be written and produced by the State, and other material will be written and produced by the Contractor. At the State's direction, the Contractor is responsible for writing, updating and producing both the enrollment kit and any bus voucher program materials. All written materials must be updated on a timely basis, and within the scope of available funds, to accurately reflect changes in policies, procedures, and schedules.

6. By inserting on page 5 of 31, Section 4 (Education Activities) the following bullet:

- General information about the Bus Voucher Program, including eligibility, guidelines, and exceptions

7. By inserting on page 9 of 31, Section 17 (Reporting Requirements, b) Monthly), the following bullets:

- Summary of monthly activities associated with the bus voucher program, including a summary of voucher usage.
- Summary and number of outreach activities related to the voucher program.

8. By deleting on page 13 of 31, Attachment B, Section 1, and substituting in lieu thereof, the following:

1. The State shall reimburse the Contractor for reasonable and necessary expenses incurred in the performance of this contract not to exceed the maximum dollar amount of \$4,961,991 for the contract period December 15, 2011 through June 30, 2013. Travel expenditures for local travel will be paid at the rates specified by the State of Vermont. Postage expenses are a direct cost and not be subject to General and Administrative costs or earnings factor.

The Contractor shall make every effort to submit invoices on or about the 15th of each month for the prior month's expenses. Such invoices will not require supporting documentation for processing, but expenses shall total no more than allotted monthly amounts and shall be broken out by line item as follows:

- Salaries and Fringe
- Office Supplies and Equipment
- Printing
- Other Direct Costs
- Subtotal
- Indirect Costs and Fee
- Total
- Postage
- Gross Billing
- Less Retainage @ 6%
- NET BILLING

One monthly invoice will be submitted by the Contractor for the prior month's expenses related to call center administration and the purchase of the bus vouchers. Purchase amount and expenses for bus vouchers will be based initially upon 1,550 users and will be adjusted accordingly as the numbers of users fluctuates throughout the contract period. The invoice must clearly separate bus pass and call center expenses.

If it is mutually determined by the State and the Contractor under Attachment A, Section 14 that the staffing levels need to be reduced or expanded, the monthly payments will be adjusted accordingly as mutually agreed by the parties. Both the State and the Contractor hereby agree to monitor costs and negotiate in good faith if actual volumes and/or costs do not match initial assumptions.

Contractor will submit bills or invoices to:

Name: Bill Clark, Director of Provider and Member Services
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495

9. By deleting on page 14 of 31, Attachment B (Payment Provisions), Section 2 and substituting in lieu thereof, the following Section 2:

2. In regard to the performance measures outlined in Attachment A, the Contractor agrees to a 6% retainage of the total contract for the duration of the contract. Such retainage will be withheld from each monthly payment. The Contractor may submit an invoice to the State for the retainage at the end of each contract year, and the State will have thirty (30) days after submission of an invoice to make payment.

For all services provided under this contract, the State agrees to pay the Contractor in the following manner:

- \$235,557.04 monthly less the 6% retainage for the period November 1, 2011 through November 30, 2011
- \$222,232.16 monthly less the 6% retainage for the period December 1, 2011 through September 30, 2012.
- \$277,226.15 monthly less the 6% retainage for the period October 1, 2012 through November 30, 2012.
- \$278,522.86 monthly less the 6% retainage for the period December 1, 2012 through May 31, 2013
- \$278,522.91 monthly less the 6% retainage for the period June 1, 2013 through June 30, 2013

The Contractor will maintain all supporting documentation of expenses under the contract.

10. By deleting on page 15 of 31, Attachment B, Section 6 and substituting in lieu thereof, the following Section 5, Budget for Green Mountain Care Member Services Functions:

Budget for Green Mountain Care Member Services
November 1, 2011 – June 30, 2013

AMENDMENT

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 - Contact the State for any exception requests; an exception request indicates that an individual appears to be categorically ineligible but is requesting a bus voucher due to either medical or other reasons.
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The Contractor will maintain all supporting documentation of expenses under the contract.

10. By deleting on page 15 of 31, Attachment B, Section 6 and substituting in lieu thereof, the following Section 5, Budget for Green Mountain Care Member Services Functions:

Budget for Green Mountain Care Member Services
November 1, 2011 – June 30, 2013

Category	Number of Staff	Costs Nov 1, 2011- Nov 30, 2012	Costs Dec 1, 2012- June 30, 2013	Bus Voucher Costs: Oct 1, 2012- June 30, 2013	Total Costs
Personnel:					
Administrative	4.1	\$ 392,105	\$ 208,266		\$ 600,371
Direct Staff	34.5	\$ 1,039,919	\$ 561,781	\$ 80,456	\$ 1,682,156
					\$ -
Total Personnel Costs	38.6	\$ 1,432,024	\$ 770,047	\$ 80,456	\$ 2,282,526
Administrative/Other Indirect Costs:					
Travel		\$ 6,382	\$ 3,170		\$ 9,552
Printing and graphics		\$ 45,468	\$ 22,730	\$ 119	\$ 68,317
Bus Voucher				\$ 118,125	\$ 118,125
Telephone		\$ 168,702	\$ 92,012	\$ 5,973	\$ 266,687
Temporary help		\$ 325,923	\$ 177,072	\$ 67,986	\$ 570,980
Postage		\$ 129,825	\$ 71,124	\$ 9,982	\$ 210,931
Rent		\$ 166,753	\$ 88,568	\$ -	\$ 255,321
Computers / Software / Equipment		\$ 39,106	\$ 21,509	\$ 780	\$ 61,395
Other ODCs		\$ 70,159	\$ 39,865	\$ 80,826	\$ 190,851
Indirect costs		\$ 518,000	\$ 278,606	\$ 130,700	\$ 927,306
Total Administrative/Other Indirect Costs		\$ 1,470,319	\$ 794,655	\$ 414,490	\$ 2,679,465
Total Direct and Indirect Costs		\$ 2,902,343	\$ 1,564,702	\$ 494,946	\$ 4,961,991
Total Costs*		\$ 2,902,343	\$ 1,564,702	\$ 494,946	\$ 4,961,991

11. By inserting the following Attachment D to the agreement, in between pages 21 and 22 (Attachment C and Attachment E):

ATTACHMENT D

MODIFICATION OF CUSTOMARY PROVISIONS OF ATTACHMENT C OR ATTACHMENT F

1. The insurance requirements contained in Attachment C, Section 7 are hereby modified:
2. Requirements of other Sections in Attachment C are hereby modified:

Section 6 of Attachment C is amended by adding:

In no event shall either party or, in the case of the Contractor, its suppliers, be liable to each other for any indirect, incidental, consequential, special or punitive damages, including but not limited to any lost profit, lost savings, business interruption damages or expenses, the costs of substitute work products or services, losses resulting from erasure, damage, destruction or other loss of files, data or programs or the cost of recovering such information, even if such party has

been advised of the possibility of such damages or losses.

The Contractor and its suppliers' liability to the State for any claims, losses or damages arising out of or in connection with this contract, including but not limited to the performance or non-performance of services or the use or inability to use any work products, shall in no event exceed the annual contract value. The Contractor and the State mutually agree that the annual contract value is \$2,821,291.60

3. Reasons for Modifications:

The Contractor has asked for a reasonable cap on their liability to the State (not third parties) as a result of internal corporate requirements for liability limitations. The State's Risk Management Director and Member Services Director have approved of this alteration.

Approval:

Assistant Attorney General: _____



Date: _____

9/18/12

State of Vermont – Attachment D
Revised AHS – 12-08-09

This amendment consists of 6 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#20959) dated December 15, 2011 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
MAXIMUS, INC.

MARK LARSON, COMMISSIONER

DATE

ADAM POLATNICK, VICE PRESIDENT

DATE

Category	Number of Staff	Costs Nov 1, 2011- Nov 30, 2012	Costs Dec 1, 2012- June 30, 2013	Bus Voucher Costs: Oct 1, 2012- June 30, 2013	Total Costs
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Telephone		\$ 168,702	\$ 92,012	\$ 5,973	\$ 266,687
Temporary help		\$ 325,923	\$ 177,072	\$ 67,986	\$ 570,980
Postage		\$ 129,825	\$ 71,124	\$ 9,982	\$ 210,931
Rent		\$ 166,753	\$ 88,568	\$ -	\$ 255,321
Computers / Software/ Equipment		\$ 39,106	\$ 21,509	\$ 780	\$ 61,395
Other ODCs		\$ 70,159	\$ 39,865	\$ 80,826	\$ 190,851
Indirect costs		\$ 518,000	\$ 278,606	\$ 130,700	\$ 927,306
Total Administrative/Other Indirect Costs		\$ 1,470,319	\$ 794,655	\$ 414,490	\$ 2,679,465
Total Direct and Indirect Costs		\$ 2,902,343	\$ 1,564,702	\$ 494,946	\$ 4,961,991
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2. Requirements of other Sections in Attachment C are hereby modified:

Section 6 of Attachment C is amended by adding:

In no event shall either party or, in the case of the Contractor, its suppliers, be liable to each other for any indirect, incidental, consequential, special or punitive damages, including but not limited to any lost profit, lost savings, business interruption damages or expenses, the costs of substitute work products or services, losses resulting from erasure, damage, destruction or other loss of files, data or programs or the cost of recovering such information, even if such party has

been advised of the possibility of such damages or losses.

The Contractor and its suppliers' liability to the State for any claims, losses or damages arising out of or in connection with this contract, including but not limited to the performance or non-performance of services or the use or inability to use any work products, shall in no event exceed the annual contract value. The Contractor and the State mutually agree that the annual contract value is \$2,821,291.60

3. Reasons for Modifications:

The Contractor has asked for a reasonable cap on their liability to the State (not third parties) as a result of internal corporate requirements for liability limitations. The State's Risk Management Director and Member Services Director have approved of this alteration.

Approval:

Assistant Attorney General:

Date:

State of Vermont – Attachment D
Revised AHS – 12-08-09

This amendment consists of 6 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#20959) dated December 15, 2011 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
MAXIMUS, INC.

E-SIGNED by Mark Larson
on 2012-Sep-28

E-SIGNED by Adam Polatnick
on 2012-Sep-28

MARK LARSON, COMMISSIONER DATE

ADAM POLATNICK, VICE PRESIDENT DATE